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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 OAKLAND DIVISION
11

12 IN RE COLLEGE ATHLETE NIL
13 LITIGATION

Case No. 4:20-cv-03919-CW

**LIMITED OBJECTION BY
SETTLEMENT CLASS MEMBER
SAMUEL M. LANDAU TO HOUSE
SETTLEMENT, SEEKING AN
EXPANSION OF AUDIT RIGHTS TO
ADDRESS FRAUDULENT NIL
PROMISES BY POWER 5 SCHOOLS,
OR ALTERNATIVELY, OBJECTING
TO THE INCLUSION OF DUKE
UNIVERSITY IN THE HOUSE
SETTLEMENT BASED ON ITS FRAUD
AND DEFALCATION OF ITS
STUDENT ATHLETES; SUPPORTING
DECLARATIONS OF JENNIFER
ALTFELD LANDAU AND RODGER M.
LANDAU**

1 Duke University (“Duke”) Student-Athlete, NCAA D-1 Tennis Player and Settlement
2 Class Member Samuel M. Landau hereby objects to the Proposed Settlement (the “House
3 Settlement”) because, despite its purported purpose, it does not adequately address his and
4 potentially other student athletes’ NIL damage claims prior to September 15, 2024.

5 The House Settlement should require Power 5 Schools to make good on their pre-
6 September 15, 2024 breached NIL promises, as well as to reimburse student-athletes for NIL
7 revenue that they were not permitted to receive under prior NCAA rules. Based on Mr. Landau’s
8 experience and other publicly reported stories of breached NIL promises, certain Power 5
9 Schools, including Duke, have broken promises to student athletes of NIL payments knowing that
10 (a) the Power 5 Schools have greater power and resources to enable them to avoid collection
11 efforts by the student athletes and (b) the NCAA’s present enforcement mechanisms are woefully
12 insufficient to address the ongoing problem of fraudulent inducement by the Power 5 Schools.
13 While some may contend that such claims are outside the scope of the Proposed Settlement, there
14 is no doubt that, as drafted, the Release Language of the Proposed Settlement is so broad that
15 some Power 5 schools likely will try to argue that the Proposed Settlement releases student
16 athletes’ claims for fraudulent inducement based on promises of NIL payments and/or breach of
17 contract based on unpaid NIL payments.

18 Mr. Landau’s experience at Duke University this past year should be considered as a
19 cautionary tale: As a highly recruited NCAA D-1 Tennis Player who entered the Transfer Portal
20 in December 2023, Mr. Landau was promised approximately \$45,000 of NIL payments (on top of
21 his scholarship) by Duke’s Head Coach of Men’s Tennis Ramsey Smith as an inducement to
22 transfer to Duke. Coach Ramsey Smith confirmed in numerous conversations that between the
23 scholarship and the NIL payments, Duke would not cost Mr. Landau “anything.” Coach Ramsey
24 Smith even confirmed that Mr. Landau would be “well taken care of” with NIL payments in a
25 text message to Mr. Landau’s mother on April 28, 2024. Coach Ramsey Smith documented his
26 promises in a text to Mrs. Landau on April 28, 2024 because he had become nervous that Mr.
27 Landau would choose to attend the University of Southern California instead of Duke. *See*
28 Declaration of Jennifer Altfeld Landau and Exhibit A thereto.

1 After Mr. Landau decided to transfer to Duke, Coach Ramsey Smith, an employee of
2 Duke – which has a \$12 billion endowment – breached his promise of substantial NIL payments
3 to Mr. Landau. Coach Ramsey Smith did this even though Mr. Landau was a high-performing
4 student-athlete who was ranked No. 37 in the ITA Pre-Season College Tennis Rankings in
5 December 2024.

6 When Mr. Landau's parents brought Coach Ramsey Smith's NIL breach and fraudulent
7 inducement claims to the attention of Ms. Nina King, Duke's Athletic Director, she chose to do
8 nothing. Ms. King appears to be unaware of the doctrine of *respondeat superior*, and, therefore,
9 took the unlawful position that Duke is not responsible for the NIL promises made by its
10 coaches/employees, like Coach Ramsey Smith.

11 The arrogance and deceptive practices of Duke, through Coach Ramsey Smith and
12 Athletic Director Nina King, did not end there. When Mr. Landau and his parents complained
13 about the breach of Coach Ramsey Smith's NIL promises, Coach Ramsey Smith thereafter
14 retaliated against Mr. Landau by falsely claiming that Mr. Bruce Berque, Head Coach of the No.
15 1 Ranked University of Texas Men's Tennis Team, had told him in May 2024 that Mr. Landau
16 was a drug addict when he attended Indiana University last year.¹ Not only was Coach Ramsey
17 Smith's claim 100% false,² and not only has Coach Bruce Berque never met or spoken with Mr.
18 Landau, but the University of Texas has categorically denied Coach Ramsey Smith's false
19 statement. *See* Declaration of Rodger Mr. Landau and Exhibit B thereto (email from the
20 University of Texas). Coach Ramsey Smith's false claim that Coach Bruce Berque had told him
21

22 ¹ Duke Men's Tennis Player Connor Krug initially created the false rumor that Mr. Landau was a
23 drug addict in a foolish attempt to protect his starting spot on Duke Men's Tennis Team. Despite
24 knowing that Mr. Krug's story about Mr. Landau's alleged drug problems was entirely false,
25 Coach Ramsey Smith deliberately embellished Mr. Krug's false rumor in January 2025 to punish
26 Mr. Landau and to gain favor with Mr. Krug's family (Mr. Krug is the grandson of ESPN
27 broadcaster Dick Vitale – believed to be one of the many financial supporters of Duke and its
28 Tennis Program).

26 ² Mr. Landau has no drug problems and has never had any drug problems. Mr. Landau passed
27 every drug test administered by Indiana University when he attended the Kelly School of Business
28 from 2022-2024. Moreover, Indiana University recruited Mr. Landau to re-join the Indiana Men's
Tennis Team within days of Mr. Landau entering the Transfer Portal on May 5, 2025.

1 that Mr. Landau had drug problems was pure retaliation, designed to force Mr. Landau to refrain
2 from airing his complaints.

3 When Coach Ramsey Smith's first lie did not work, Coach Ramsey Smith promoted
4 another false claim the following month that Mr. Landau – who is Jewish – controls an Instagram
5 media account called “Parsabums” – a social media site that often criticizes members of Duke
6 Men's Tennis Team. Athletic Director Nina King and her staff even scheduled a meeting with
7 the Duke Men's Tennis Team coaches and players (excluding Mr. Landau) to discuss whether
8 Mr. Landau was running the social media site. Mr. Landau is not involved in any social media
9 site, is not the Administrator of Parsabums, and, despite being the only Jewish member of Duke's
10 Men's Tennis Team, does not control the media. Again, after Duke's unsuccessful attempt to
11 label Mr. Landau a drug addict, Duke resorted to an inapplicable Jewish trope to try to force Mr.
12 Landau to refrain from asserting complaints against Duke. The message to Mr. Landau was
13 clear: Duke is willing to be vicious.

14 If a University with a \$12 billion endowment is willing to go to these extraordinary
15 lengths to avoid paying a highly ranked student athlete \$45,000 of promised NIL payments, it is
16 reasonable to believe that Duke is not the only University that has breached its promises to make
17 NIL payments and that other schools have done the same, including by personally attacking their
18 student athletes.

19 **1. Proposed Amendment to House Settlement**

20 Given the broad language of the Proposed Release, which an opportunistic Power 5
21 School likely will try to read to extinguish claims for fraudulent inducement and breach of NIL
22 promises like those of Mr. Landau, the Proposed Settlement should be amended to address all
23 potential damage claims arising out of broken NIL promises. The most effective amendment to
24 cure this unintended potential consequence would be to expand the House Settlement's Audit
25 Rights to allow student athletes a mechanism for recovering NIL payments that were promised
26 but remain unpaid. This is particularly appropriate and necessary where, as here, amounts at
27 issue for student athlete recruits in the non-revenue sports like Tennis are simply too small to
28 justify the filing of lawsuits.

Moreover, lawsuits against a university can harm a student-athlete's marketability and because of the inherent power dynamic, most Settlement Class Members never will be compensated for this type of NIL loss without action by this Court. A confidential binding arbitration process where student-athletes can assert NIL fraud and breach of contract claims against Power 5 schools seems appropriate in the context of these proceedings. Further, because of the damage that these schools are causing to student athletes, the arbitration panel should be permitted to impose compensation against the Power 5 Schools of up to \$5 million per student athlete. This amendment would allow student athletes to be compensated for their NIL-related harm, in addition to the potential emotional distress that can result from being retaliated against by their schools for standing up for themselves.

2. In the Alternative, This Court Should Omit Duke from the House Settlement

As explained above, the Athletic Department of Duke simply ignores contractual obligations to its own student athletes. Coaches like Coach Ramsey Smith promise NIL payments to athletic recruits without any intention of fulfilling those promises, knowing that the student athletes lack sufficient power to enforce their promises. Similarly, Athletic Directors like Ms. Nina Smith disavow the promises made by the coaches she allegedly supervises.

Even if one overlooks Duke's subsequent behavior – faced with a complaint of NIL nonpayment, Duke retaliated against Mr. Landau with false claims of drug dependency and an antisemitic trope in the hope of forcing him to keep quiet – this Court should not extend the protections of this Settlement to Duke. Simply put, Duke's Athletic Department is so powerful and corrupt that it cannot be trusted to comply with any contract or settlement agreement, ever. Academic institutions like Duke do not “mistakenly” breach contracts, do not “mistakenly” label their student athletes drug addicts, and do not “mistakenly” attack their Jewish student athletes with claims that they control the media. Mr. Landau's unfortunate experience illustrates that Duke has lost institutional control over its Athletic Department.

While there may be other Power 5 Schools that employ coaches to lie to recruits, have coaches who believe they are so powerful that they can inadvertently document their deceptive practices by text with impunity, and then have their Athletic Directors intimidate their student

1 athletes in an attempt to silence any complaints, it is clear that Duke is at least one of them.
 2 Duke should not receive an NIL “fresh start,” and release of claims from the student-athletes that
 3 it has defrauded, before being required to address its NIL frauds and without being subject to
 4 much stronger oversight moving forward.

5 **3. Notice to Duke University**

6 In an attempt to avoid payment of the promised NIL payments to Mr. Landau, Duke
 7 retained senior trial lawyer Mark E. Anderson of the McGuire Woods law firm to represent Duke
 8 Athletics, including without limitation, Ms. Nina King and Coach Ramsey Smith. Mr. Anderson
 9 was served with this Objection by Email and U.S. Mail.³

11 LANDAU LAW LLP
 12 Rodger M. Landau

13 DATED: May 15, 2025

14 By: /s/ Rodger M. Landau
 15 Attorney for Limited Objector
 16 Samuel M. Landau
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26 ³ Due to NCAA eligibility requirements and the timing of the Transfer Portal, Mr. Landau needed
 27 to delay this Objection until after he had finished the semester at Duke and entered the Transfer
 28 Portal on May 5, 2025 (Mr. Landau needed to finish the semester at Duke to preserve his NCAA
 eligibility for next year). Mr. Landau apologizes to this Court for the tardiness of this Limited
 Objection.

DECLARATION OF JENNIFER ALTFELD LANDAU

I, Jennifer Altfeld Landau, hereby declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and before this Court. I am a limited liability partner in Landau Law LLP, which serves as counsel to Limited Objector Samuel M. Landau ("Mr. Landau"). I am also Mr. Landau's mother. I have personal knowledge of the facts set forth below and, if called to testify, I could and would competently testify thereto.

2. In my capacity as Mr. Landau's mother, I communicated with Duke University's Head Coach of Men's Tennis Ramsey Smith on many occasions regarding Mr. Landau's prospective transfer to Duke University. One of these communications took the form of a text message sent by Coach Ramsey Smith to me on April 28, 2024, in which Coach Ramsey Smith stated that Mr. Landau would be "well taken care of" with NIL payments. A true and correct copy of that text message is attached hereto as Exhibit A.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 15, 2025, at Los Angeles, California.


Jennifer Altfeld Landau

LANDAU LAW LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

DECLARATION OF RODGER M. LANDAU

I, Rodger M. Landau, hereby declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and before this Court. I am the managing partner of Landau Law LLP, which serves as counsel to Limited Objector Samuel M. Landau ("Mr. Landau"). I am also Mr. Landau's father. I have personal knowledge of the facts set forth below and, if called to testify, I could and would competently testify thereto.

2. I heard in January 2025 that Coach Ramsey Smith had claimed that Bruce Berque, the Head Coach of the Men's Tennis Team at the University of Texas, had told him that my son Sam Landau had drug problems. Since my son Sam does not have drug problems and has never had drug problems, I reached out to the University of Texas and asked if the false rumor about my son and drugs had started with Coach Bruce Berque. Attached hereto as Exhibit B is a true and correct copy of an email dated March 5, 2025 that I received from Sarah Baumgartner, the Executive Senior Associate Athletics Director for Sports Administration at the University of Texas, in response to my inquiry. Coach Berque was copied on Ms. Baumgartner's email, which confirmed that neither Coach Berque nor one his players (Jonah Braswell) had said anything to Coach Ramsey Smith, Connor Krug, or anyone else about any alleged drug use by my son.

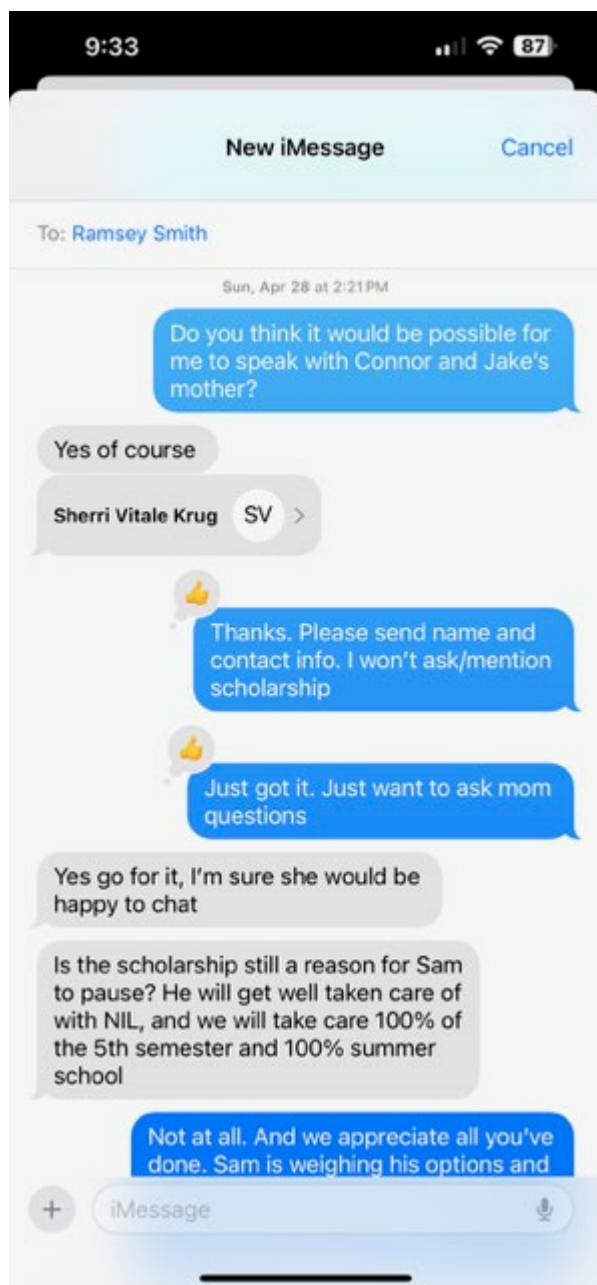
I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 15, 2025, at Los Angeles, California.

/s/ Rodger M. Landau

Rodger M. Landau

EXHIBIT A



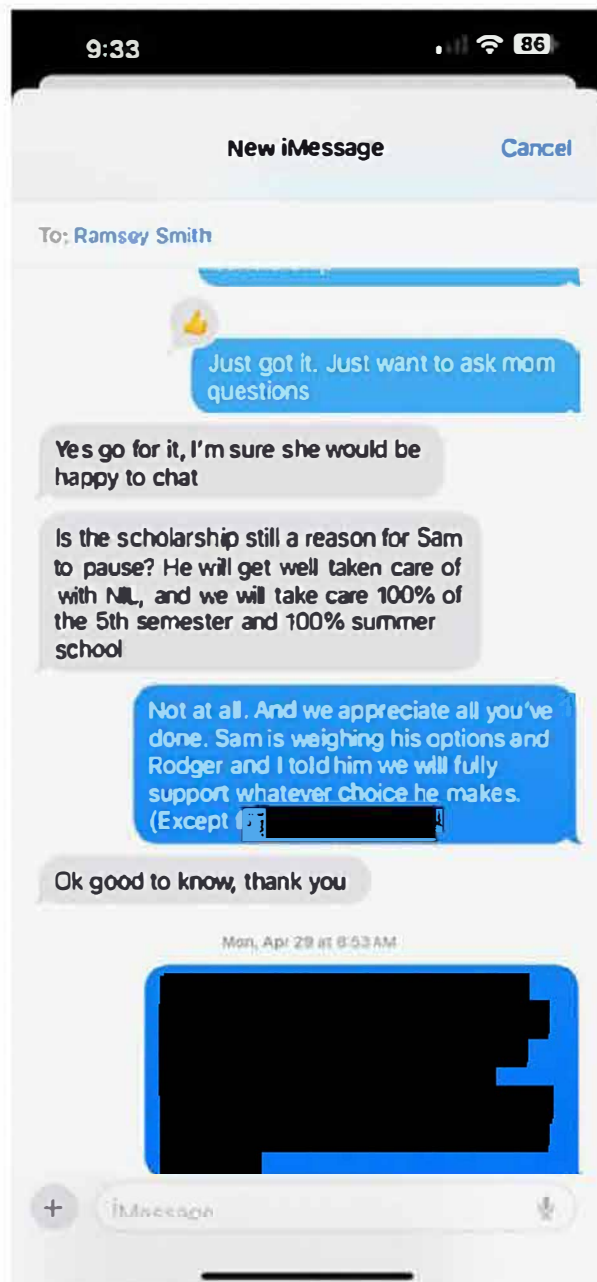


EXHIBIT B

Jennifer Landau

Subject: FW: Request to University of Texas Men's Tennis Program

From: Baumgartner, Sarah <Sarah.Baumgartner@athletics.utexas.edu>

Sent: Wednesday, March 5, 2025 2:19 PM

To: Rodger Landau <rlandau@landaufirm.com>

Cc: Hammond, Lori V <lhammond@utexas.edu>; Hoffman, Megan N <Megan.Hoffman@athletics.utexas.edu>; Berque, Bruce E <bruce.berque@athletics.utexas.edu>

Subject: Re: Request to University of Texas Men's Tennis Program

EXTERNAL

Mr. Landau,

Coach Berque shared your email with me and Lori Hammond, our Senior Associate Athletics Director for Risk Management and Compliance, who is also copied. Following our review, we do not have any information supporting that Coach Berque or Mr. Braswell made any comments to Coach Smith or Mr. Krug (or anyone else) alleging your son's drug use.

We wish you and your family the best.

Sincerely,
Sarah

Sarah Baumgartner

Executive Senior Associate Athletics Director for Sports Administration

University of Texas Athletics | TexasLonghorns.com

E: sarahb@utexas.edu | **M:** 732.789.5722 | **T:** @SarahB_HookEm

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of May, 2025, a true and correct copy of the foregoing: **LIMITED OBJECTION BY SETTLEMENT CLASS MEMBER SAMUEL M. LANDAU TO HOUSE SETTLEMENT, SEEKING AN EXPANSION OF AUDIT RIGHTS TO ADDRESS FRAUDULENT NIL PROMISES BY POWER 5 SCHOOLS, OR ALTERNATIVELY, OBJECTING TO THE INCLUSION OF DUKE UNIVERSITY IN THE HOUSE SETTLEMENT BASED ON ITS FRAUD AND DEFALCATION OF ITS STUDENT ATHLETES; SUPPORTING DECLARATIONS OF JENNIFER ALTFELD LANDAU AND RODGER M. LANDAU** was filed electronically with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

See Attached Service List

In addition to causing notification of such filing to be sent to all counsel of records, notice and a copy of this filing was also served upon the following by U.S. Mail:

Madeline Berg
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56 Oaktrail Rd.
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ProtectNIL Inc.
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Emma Reathaford
2049 Century Park East
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The State of South Dakota
1302 E. Highway 14
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In addition to the above, I also caused a copy of this filing to be served by email and U.S. Mail on Counsel for Duke University as follows:

Mark E. Anderson
McGuireWoods LLP
501 Fayetteville Street
Suite 500
Raleigh NC 27601

1 Mark E. Anderson
2 McGuireWoods LLP
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5 New York, NY 10020-1104

6 Mark E. Anderson
7 Email: manderson@mcguirewoods.com

8 I declare under penalty of perjury under the laws of the State of California that the above
9 is true and correct.

10 /s/ Rodger M. Landau
11 _____
12 Rodger M. Landau

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